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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

UTAH AIR QUALITY BOARD,

Plaintiff,

vs.

THATCHER COMPANY, a Utah
corporation,

Defendant.

STIPULATED JUDGMENT

Settled

Civil No. 970907095

Judge Sandra Peuler

This matter has come before the Court on the Stipulation for Judgment ("Stipulation") entered into by the Plaintiff, the Utah Air Quality Board (the Board), and the Defendant, Thatcher Company. Plaintiff is represented by R. Douglas Credille and Lenore Epstein. Defendant is represented by John M. Burke. Having reviewed the Complaint and the Stipulation for Judgment, and being fully advised in the premises, the Court hereby approves the Stipulation and, in accordance therewith, now hereby ORDERS, ADJUDGES, AND DECREES:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. In settlement of the claims set forth in the Complaint with no admission of liability, wrongdoing, or violation of applicable laws or regulations by Thatcher, Thatcher Company (and its successors and assigns) shall be obligated to pay \$24,160.00 to settle the alleged violations, as follows:
 - a. Thatcher Company agrees to pay to the Board \$15,160.00 within 30 days from the date of the Stipulation for Judgment.
 - b. The remaining \$9,000.00 of the amount to settle the alleged violations is suspended, but shall automatically become due and payable to the Board:
 - i. Immediately, if Thatcher Company does not timely pay the \$15,160.00, or
 - ii. As described more fully below if, within two years after the date of the Stipulation, Thatcher Company violates the Stipulation, the Act, or any order or rule issued or promulgated by the Board.

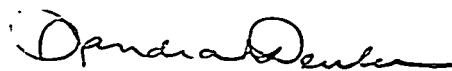
Nothing in this Stipulation shall be construed to waive or to otherwise bar Thatcher from exercising all of its rights and privileges under applicable laws and regulations to appeal or to otherwise challenge allegations of any such violation(s) including the validity of any order, regulation, permit condition, or other similar requirement. In the event of an allegation of a violation, the suspended \$9,000.00 portion of the amount to settle the alleged violations shall become payable thirty days following the latter of (1) the last day upon which Thatcher could legally appeal any allegations that it has violated an applicable

order, rule, permit condition, or other similar requirement without such appeal being made or (2), in the event of such appeal or other legal challenge by Thatcher, the date upon which Thatcher exhausts all such legal remedies and the appropriate administrative body and/or court having jurisdiction over the matter determines that such violation has occurred. Thatcher shall have no liability for any alleged violation(s) which an appropriate administrative agency or court determines did not occur, subject to the Board's rights of appeal. The suspended portion of the amount to settle the alleged violations redresses only the present alleged violations. If Thatcher Company is required to pay the suspended portion of the amount to settle the alleged violations because of a violation within the two-year period, such payment shall not decrease the penalty for the new violation.

3. The amounts to settle the alleged violations set forth in the Stipulation and this Judgment redress only the alleged violations stated in the Complaint and in the Notices of Violation dated April 12, 1996 and September 6, 1996, and in no way relieve Thatcher Company from any future obligations imposed under the Air Conservation Act (Act), Utah Code Annotated 19-2-101, et seq., or the Air Conservation Rules (Rules), Utah Administrative Code R307-1-1 et seq.
4. Nothing herein shall be construed to limit the Board's rights and remedies in enforcing the Stipulation, this Judgment, or any statute, rule or order.
5. Each party shall bear its own costs and fees incurred in this matter to this point. In the event that further action is necessary to enforce the Stipulation or this Judgment,

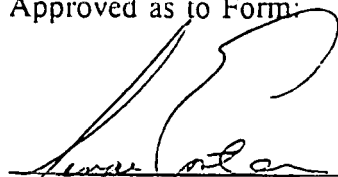
the prevailing party shall be entitled to recover all costs (including reasonable attorney fees) incurred thereby.

DATED this 24 day of November, 1997.



SANDRA N. PEULER
District Court Judge

Approved as to Form:



Lenore Epstein
Attorney for Plaintiff



John M. Burke
KIMBALL, PARR, WADDOUPS, BROWN & GEE
Attorneys for Defendant